

**III. DRAWING AMENDMENT:**

Fig. 9 has been revised to add reference 12P and pointer.

### **III. REMARKS**

The Examiner has noted that the Applicant has not yet filed a certified copy of the priority application. The Applicant is in the process of obtaining the certified copy of the priority application and will file it in the USPTO immediately upon receipt.

The Examiner has objected to the drawings. Attached hereto are replacement pages of the drawings, amended as noted previously, to overcome the Examiner's objections.

Claims 1-7, 9, 13-18, and 21-28 have been rejected under 35 U.S.C 112 Second paragraph as being indefinite. Claims 1, 3, and 5-6 have been amended to overcome the Examiner's rejection.

In regards to claims 9 and 22, the Applicant respectfully submits that the rejection is improper and should be withdrawn. The test for definiteness under 35 U.S.C. §112, second paragraph is whether a person skilled in the art would understand the claim language in light of the specification and drawings. Orthokinetics, Inc. v. Safety Travel Chairs, Inc., 1 USPQ2d 1081 (Fed. Cir. 1986). Definiteness of claim language must be analyzed, not in a vacuum, but in light of the content of the application disclosure (see MPEP 2173.02). Claim 9 recites in part "that the at least one module is selectable from a number of different interchangeable modules..." There is nothing confusing or unclear about the meaning of this language, and one skilled in the art would clearly understand its meaning. Further, lines 7-15, on page 33 of the Specification state that "[a]s can be realized from Fig. 25, the device 201 may be selectively configured as desired with any of the interchangeable modules 209, 216." This is illustrated in Fig. 25. Thus, one skilled in

the art clearly would understand the meaning of the noted language in Claim 9, especially if reading the claim language in light of the specification and drawings. The language in Claim 9 may be broad (it appears for the statement on page 4 of the Action, “[the claim 9 language] is unclear since it is not defined how and in what fashion the modules are selectable”, that the Examiner considers the language indefinite because of its breadth). However, breadth of a claim is not to be equated with indefiniteness. *In re Miller*, 441 F.2d 689, 169 USPQ 597 (CCPA 1971). The scope of the meaning and scope of the language in claim 9 is very clear, “the at least one module is selectable from a number of different interchangeable modules each having a different predetermined characteristic and being capable of connection to the housing.” Claim 9 is definite and the rejection should be withdrawn.

Claim 22 is also definite. Claim 22 recites that “the module has a processor with programming for performing predictive maintenance, tracking the number of times the reticle has been exposed to light, and characterized in that the programming includes historical models for predicting reticle servicing, cleaning or disposal.” There is nothing unclear or confusing about the language in Claim 22. Although the language uses some functional terms, such as “for performing predictive maintenance, tracking the number of times the reticle has been exposed to light” and “for predicting reticle servicing, cleaning or disposal”, the functional terms serve to precisely define structural attributes of the component parts (e.g. the processor programming) recited in the claim. Claim 22 is definite and the rejection should be withdrawn.

Claims 1-7, 9, 13-17, 24-26 and 28 have been rejected under 35 U.S.C. 102 as being anticipated by Foulke. The Applicant disagrees.

Claim 1 calls for the interface (of the first functional unit designed as an input/output station with an opening through which reticles are introduced/discharged) having a mechanical and electrical parts forming a detachable mounting and electrical connection of the unit with the housing of the reticle manipulating device. Foulke does not anticipate the features recited in claim 1. In Fig. 1, Foulke discloses a reticle storage and management system 10 with enclosure 12 and pod station 32. The pod station 32 has pod openers 32A-32D connected to the side wall of enclosure 12. However, the bare disclosure of pod openers 32A-32D connected to the system enclosure does not mean that any of the pod openers 32A-32D have an interface with mechanical and electrical parts forming a detachable mounting and electrical connection of the pods to the system enclosure 12. By way of example, though connected to (i.e. interfaced with) the enclosure 12, the pod station 32, and its pod openers 32A-32D may not be mounted to the enclosure 12. Rather, the pod station may be supported (or mounted) to the floor or other structure, and merely positioned in contact with the enclosure. Further, even if the pod station 3 is mounted to the enclosure 12, it may not have an interface with a mechanical part that is both detachable and the mounting of the pod station to the enclosure (for example the pod station or pod openers may be integral to the enclosure). Foulke simply fails to disclose anything about the pod station/pod opener interface, and the failure to disclose cannot be considered as a disclosure of any kind. In the Action, the Examiner points to Figs. 1, 6, 7, 15, 16 asserting that an interface forming a detachable mounting and electrical connection

is inherent from the bare illustration of a reticle storage and manipulating system with an enclosure 12 having some pod openers connected thereto. This is not correct. For a feature to be inherent, it must necessarily arise (it must necessarily be present) from the matter expressly disclosed. However, as noted above, a detachable mounting at the interface of pod opener and enclosure is not inherent. Moreover, a detachable electrical connection of the pod opening station/pod openers to the housing is also not inherent from what is disclosed in Foulke. Claims 1-8 are patentable over the cited art and should be allowed.

Claim 3 is dependent on claim 1 and should be allowed for the aforementioned reasons. Further, claim 3 also recites that a height of one of the input/output units corresponds substantially to a whole-number multiple of another height of another of the input/output units. This is not disclosed anywhere in Foulke.

Claim 9 recites that the at least one processing module is removably connectable to the housing and selectable for connection to the housing from a number of different interchangeable modules each having a different predetermined characteristic. Foulke does not anticipate the features recited in claim 9. In Figs. 1-2, Foulke discloses a reticle storage and management system 10. The Foulke system 10 has a reticle rack 16 formed from a series of modules 16a. The rack modules 16a appear to be removable from the enclosure. The rack modules 16a also appear to be identical to each other. There is no disclosure whatsoever in Foulke to indicate that any rack module 16a is different from any other rack module 16a. Thus, though the rack modules 16a in Foulke may be selectable for connection to enclosure 12 from a number of different interchangeable modules 16a, there are none selectable for connection to the enclosure

from a number of different interchangeable modules each having a different predetermined characteristic, because the rack modules 16a in Foulke all appear to be the same. Foulke, as noted before also discloses that enclosure 12 has a pod opening station 32 with pod openers 32A-32D (Fig. 1). As also noted before, Foulke fails to disclose, nor is it inherent from the Foulke disclosure, that pod station 32 or pod openers 32A-32D are removably connectable to the system enclosure 12. However, even if for the purpose of argument, the pod openers 32A-32D are removably connectable to the enclosure 12, none of the pod openers are selectable for connection to the enclosure from a number of different interchangeable modules (i.e. pod openers) each having a different predetermined characteristic. Similar to rack modules 16a, the pod openers 32A-32D all appear to be the same (i.e. identical to each other). Thus like rack modules 16a, the pod openers 32A-32D are not selectable for connection to the enclosure from a number of different interchangeable modules each having a different predetermined characteristic.

The Applicant further notes that the Examiner may not properly ignore the "selectable for connection to the housing... each having a different predetermined characteristic" language in claim 9. The subject language helps define structural features of the at least one module that is removably connectable to the housing. Foulke fails to disclose the features recited in claim 9. Claims 9-28 are patentable over the cited art.

Claims 21-25, 27-28 have been rejected under 35 U.S.C. 103 as being obvious in view of Foulke. The Applicant disagrees. Claims 21-28 are dependent on claim 9 and are allowable for the previously noted reasons. Further claims 10-28 recite additional features that are not disclosed or suggested by the cited prior

art. For example, claim 22 recites that the module has a processor with programming for performing predictive maintenance, tracking the number of times the reticle has been exposed to light, and historical models for predicting reticle servicing, cleaning or disposal. These features are simply not disclosed or suggested in Foulke or any other cited prior art.

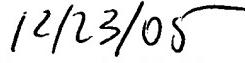
For all of the foregoing reasons, it is respectfully submitted that all of the claims now present in the application are clearly novel and patentable over the prior art of record, and are in proper form for allowance. Accordingly, favorable reconsideration and allowance is respectfully requested. Should any unresolved issues remain, the Examiner is invited to call Applicants' attorney at the telephone number indicated below.

The Commissioner is hereby authorized to charge payment for any fees associated with this communication or credit any over payment to Deposit Account No. 16-1350.

Respectfully submitted,

  
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